THIS CONTRACT, made and entered into this 21st, day of August 1888, by and between Morris R. Locke & Co. , a company composed of Morris R. Locke of Jerseyville, Illinois,- C. S. Masten of Phoenix, Arizona and W. C. Masten of Kansas City, Missouri, parties of the first part, and the Kansas City, El Paso and Mexican Railroad Company of New Mexico, party of the second part, WITNESSETH, as follows, to wit:

The aforesaid parties of the first part in consideration of the prices hereinafter agreed to be paid to them by the party of the second part hereby agree and bind themselves to construct and in every respect to complete the grubbing and clearing, grading and masonry, including the furnishing of materials and all other things requisite and necessary to complete the road-bed, and prepare the same ready for receiving the superstructure upon the line of railroad of the party of the second part, extending from the boundary line, between the State of Texas and Territory of New Mexico to the town of White Oaks in the County of Lincoln in the Territory aforesaid, said extension being a continuation of the road aforesaid of the said party of the second part from El Paso, Texas to said boundary line, in such a manner as will conform in every respect to the specifications hereto attached and made a part hereof. And to build and complete in a workmanlike manner and superstructure thereon, and all necessary side tracks switches and buildings according to the specifications aforesaid, the rails to be of steel of no less than 56 pounds to the yard, and the ties to be six inches by eight inches, eight feet long, and to equip the said road when fully completed and ready for operation with the following

rolling stock, including the rolling stock which may be used in the line of the road of the Kansas City, El Paso and Mexican Railroad of Texas, to wit: 2 passenger coaches, 2 combination coaches, 70 coal cars, 20 box cars, and 5 locomotives.

The parties of the first part agree and bind themselves to commence work upon the line of the Kansas City, El Paso and Mexican Railroad of Texas at or near the City of El Paso, in the State of Texas, on or before the 5th, of September 1888, and on or before the 1st, of December 1888 to fully complete and equip ten miles of said last mentioned road, and have at least the following rolling stock operating upon the same, to wit: 1 engine, 10 flat cars, 5 box cars, and hereafter to build and complete the balance of the line of road last mentioned with reasonable dispatch, to the junction with the road of the party of the second part, on said boundary line between Texas and New Mexico, and to continue with like dispatch, the construction and equipment of the line of road of the said party of the second part, so as to have the whole line of road of the said party of the second part, as aforesaid, fully completed, equipped and in operation, on or before the first day of January 1890; and the said party of the second part does promise and agree to pay to said parties of first part for all the work done, and performed and materials furnished under this contract as follows, to wit:

The sum of $20,000. for each and every mile of road fully completed and equipped, as herein before provided, the payments to be made in the following manner, when any five miles of said road are completed, ready for the rolling stock, upon the Certificate of the Chief Engineer, to that effect, the said Company, party of the second part, shall pay over to

said parties of the first part the bonds of said railroad Company, secured by a mortgage upon all the property and franchises of said Company to the amount of $20,000. per mile, for each mile of said five miles of road so completed, and shall continue to make like payments in bonds for every five miles of road so completed, until the whole road is entirely built and equipped as aforesaid; and upon completion of said road the party of the second part agrees to pay to the parties of the first part, the additional sum of all subsidies that may be made by the citizens of New Mexico; and the remaining sum of one half of the subsidies made by the citizens of El Paso, Texas, the other half of said subsidy made by the citizens of El paso, Texas aforesaid having been agreed by the Kansas City, El Paso and Mexican Railroad Company of Texas to be paid to the parties of the first part upon completion by them of the first ten miles of the line of road of said last mentioned Company, under a Contract executed or to be executed between said Railroad Company and said parties of the first part. And also to issue to William C. Masten, as trustee for Morris R. Locke & Co. subscriber to the Capital Stock of said Company, the full amount of Twenty Seven Thousand Nine Hundred Shares (27900) full paid stock of said Company.

The bonds herein provided to be paid shall in all matters conform to the resolutions of the Board of Directors of said party of the second part, passed, as authorized by the stockholders at a meeting they held in Las Cruces, New Mexico, on the twentieth day of August 1888.

It is agreed between the parties, that no extra charges will be claimed or allowed on account of changes either in

the line or the grade of the road; the prices herein mentioned being considered a fair compensation for the various kinds of work herein agreed to be performed, and the parties of the first part accept the bonds herein provided to be paid to them in full satisfaction for all of said work performed and materials furnished and no liabilities shall attach to either the individual Stockholders or Directors in any manner whatsoever, by reason of this contract.

It is further agreed that if said road or any part thereof shall not be fully completed and equipped as herein-before provided this Contract shall become forfeited, and all rights hereunder shall revert to the party of the second part, free and discharged of all liens whatsoever of the said parties of the first part and no claim for damages shall be made by said parties of the first part on account of any profits that might accrue from the completion of the same: Provided however, it is understood that if the parties of the first part are prevented from constructing and completing any part of said line of Railroad by reason of a failure to obtain the right of way for the same, then no forfeiture shall result for a failure to complete that portion of said road, but said parties shall have a reasonable time to complete the same after such right of way shall have been secured. It being further understood that the right of way is to be secured free of expense to the parties of the second part.

IN WITNESS WHEREOF, the parties of the first part have hereunto signed their fimsname, and the party of the second part has caused its corporate seal to be affixed and these

presents to be signed by its President and Secretary, this 22nd, day of August 1888.

(Signed) H. L. Newman,
President.

" " Henry Nevins,
Secretary.

CORPORATE SEAL OF

THE COMPANY.

This CONTRACT is executed in duplicate.

THIS CONTRACT, made and entered into this 21st, day of August 1888, by and between Morris R. Locke & Co. , a company composed of Morris R. Locke of Jerseyville, Illinois,- C. S. Masten of Phoenix, Arizona and W. C. Masten of Kansas City, Missouri, parties of the first part, and the Kansas City, El Paso and Mexican Railroad Company of New Mexico, party of the second part, WITNESSETH, as follows, to wit:

The aforesaid parties of the first part in consideration of the prices hereinafter agreed to be paid to them by the party of the second part hereby agree and bind themselves to construct and in every respect to complete the grubbing and clearing, grading and masonry, including the furnishing of materials and all other things requisite and necessary to complete the road-bed, and prepare the same ready for receiving the superstructure upon the line of railroad of the party of the second part, extending from the boundary line, between the State of Texas and Territory of New Mexico to the town of White Oaks in the County of Lincoln in the Territory aforesaid, said extension being a continuation of the road aforesaid of the said party of the second part from El Paso, Texas to said boundary line, in such a manner as will conform in every respect to the specifications hereto attached and made a part hereof. And to build and complete in a workmanlike manner and superstructure thereon, and all necessary side tracks switches and buildings according to the specifications aforesaid, the rails to be of steel of no less than 56 pounds to the yard, and the ties to be six inches by eight inches, eight feet long, and to equip the said road when fully completed and ready for operation with the following

rolling stock, including the rolling stock which may be used in the line of the road of the Kansas City, El Paso and Mexican Railroad of Texas, to wit: 2 passenger coaches, 2 combination coaches, 70 coal cars, 20 box cars, and 5 locomotives.

The parties of the first part agree and bind themselves to commence work upon the line of the Kansas City, El Paso and Mexican Railroad of Texas at or near the City of El Paso, in the State of Texas, on or before the 5th, of September 1888, and on or before the 1st, of December 1888 to fully complete and equip ten miles of said last mentioned road, and have at least the following rolling stock operating upon the same, to wit: 1 engine, 10 flat cars, 5 box cars, and hereafter to build and complete the balance of the line of road last mentioned with reasonable dispatch, to the junction with the road of the party of the second part, on said boundary line between Texas and New Mexico, and to continue with like dispatch, the construction and equipment of the line of road of the said party of the second part, so as to have the whole line of road of the said party of the second part, as aforesaid, fully completed, equipped and in operation, on or before the first day of January 1890; and the said party of the second part does promise and agree to pay to said parties of first part for all the work done, and performed and materials furnished under this contract as follows, to wit:

The sum of $20,000. for each and every mile of road fully completed and equipped, as herein before provided, the payments to be made in the following manner, when any five miles of said road are completed, ready for the rolling stock, upon the Certificate of the Chief Engineer, to that effect, the said Company, party of the second part, shall pay over to

said parties of the first part the bonds of said railroad Company, secured by a mortgage upon all the property and franchises of said Company to the amount of $20,000. per mile, for each mile of said five miles of road so completed, and shall continue to make like payments in bonds for every five miles of road so completed, until the whole road is entirely built and equipped as aforesaid; and upon completion of said road the party of the second part agrees to pay to the parties of the first part, the additional sum of all subsidies that may be made by the citizens of New Mexico; and the remaining sum of one half of the subsidies made by the citizens of El Paso, Texas, the other half of said subsidy made by the citizens of El paso, Texas aforesaid having been agreed by the Kansas City, El Paso and Mexican Railroad Company of Texas to be paid to the parties of the first part upon completion by them of the first ten miles of the line of road of said last mentioned Company, under a Contract executed or to be executed between said Railroad Company and said parties of the first part. And also to issue to William C. Masten, as trustee for Morris R. Locke & Co. subscriber to the Capital Stock of said Company, the full amount of Twenty Seven Thousand Nine Hundred Shares (27900) full paid stock of said Company.

The bonds herein provided to be paid shall in all matters conform to the resolutions of the Board of Directors of said party of the second part, passed, as authorized by the Stockholders at a meeting they held in Las Cruces, New Mexico, on the twentieth day of August 1888.

It is agreed between the parties, that no extra charges will be claimed or allowed on account of changes either in

the line or the grade of the road; the prices herein mentioned being considered a fair compensation for the various kinds of work herein agreed to be performed, and the parties of the first part accept the bonds herein provided to be paid to them in full satisfaction for all of said work performed and materials furnished and no liabilities shall attach to either the individual Stockholders or Directors in any manner whatsoever, by reason of this contract.

It is further agreed that if said road or any part thereof shall not be fully completed and equipped as herein-before provided this Contract shall become forfeited, and all rights hereunder shall revert to the party of the second part, free and discharged of all liens whatsoever of the said parties of the first part and no claim for damages shall be made by said parties of the first part on account of any profits that might accrue from the completion of the same: Provided however, it is understood that if the parties of the first part are prevented from constructing and completing any part of said line of Railroad by reason of a failure to obtain the right of way for the same, then no forfeiture shall result for a failure to complete that portion of said road, but said parties shall have a reasonable time to complete the same after such right of way shall have been secured. It being further understood that the right of way is to be secured free of expense to the parties of the second part.

IN WITNESS WHEREOF, the parties of the first part have hereunto signed their firmsname, and the party of the second part has caused its corporate seal to be affixed and these

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presents to be signed by its President and Secretary, this 22nd, day of August 1888.

(Signed) H. L. Newman,
President.

" " Henry Nevins,
Secretary.

CORPORATE SEAL OF

THE COMPANY.

This CONTRACT is executed in duplicate.

THIS CONTRACT, made and entered into this 21st, day of August 1880, by and between Morris R. Locke & Co. , a company composed of Morris R. Locke of Jerseyville, Illinois,- C. S. Maston of Phoenix, Arizona and W. C. Maston of Kansas City, Missouri, parties of the first part, and the Kansas City, El Paso and Mexican Railroad Company of New Mexico, party of the second part, WITNESSETH, as follows, to wit:

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